

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code Time-and-Materiels	Page 1 Of 15
2. Amendment/Modification No. 74		3. Effective Date 2004FEB05	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ATAA MICHAEL M. YILMAZ (586)574-5382 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: STREAKSM@TACOM.ARMY.MIL		Code W56HZV	7. Administered By (If other than Item 6) DCMA HUNTSVILLE BIRMINGHAM GROUP BURGER PHILLIPS CENTER 1910 THIRD AVE. NORTH, RM 201 BIRMINGHAM, AL 35203-2376 SCD C PAS NONE ADP PT HQ0338	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) PREMIER PROFESSIONAL SYSTEMS, INC. 7047 OLD MADISON PIKE SUITE 350 HUNTSVILLE, AL. 35806-2197 TYPE BUSINESS: Small Disadvantaged Business Performing in U.S.			9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. DAAE07-98-D-T064/0004 10B. Dated (See Item 13) 1999MAY07	
Code 0LZ76	Facility Code			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers	
<input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.	
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.	
12. Accounting And Appropriation Data (If required) ACRN: BE NET INCREASE: \$7,363,533.75	

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: G

It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: mutual agreement of parties	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print) MARY L. MCCULLOUGH MCCULLOM@TACOM.ARMY.MIL (586)574-5268	
15B. Contractor/Offeror _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2004FEB05

NSN 7540-01-152-8070

PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

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SECTION A - SUPPLEMENTAL INFORMATION
The purpose of Modification 74 is as follows:

1. To award Program Year 6 of the M939 Stabilization Program.
 - a. The period of performance for Program Year 6 is 18 May 04 through 17 May 05.
 - b. CLIN 6006AA (PRON P149L215JZEH) is hereby incorporated for Program Year 6 Firm Fixed Price Material in the amount of \$6,895,196.96
 - (1) Exhibit R, PY6, is incorporated to provide the quantities and unit prices for Material.
 - (2) The unit prices shown in Exhibit R include the contractor's Material Handling Rate
 - c. The following ceiling priced CLINs are hereby incorporated:
 - (1) PY6 Management Labor is hereby awarded on CLIN 6001AA (PRON P149L215JZEH) in the amount of \$355,829.51
 - (2) CLIN 6003AA-PY6 Other Direct Costs (PRON P149L215JZEH) is hereby awarded in the amount of \$10,940.92
 - (3) CLIN 6005AA-PY6 Freight (PRON P149L215JZEH) is hereby awarded in the amount of \$94,920.86
 - (4) CLIN 6002AA-PY6 Travel (PRON P149L215JZEH) is hereby awarded in the amount of \$6,645.50
2. The Travel & Material/Freight dollars include the Contractor's General & Administrative rate.
3. The Scope of Work at section 002 of this task order, applies only to purchasing Materials for PY6, and only is applicable for the CLINs mentioned above for Program Year 6. Note below changes in ALL CAPS:
 - a. Description: Under this Task Order (TO), the Contractor will PROCURE MATERIAL FOR PY6 of the M939 5 Ton truck fleet with Anti-Lock Brake Systems (ABS) Kits and radial tires unless otherwise determined by the Procuring Contracting Officer. There are approximately 32,000 M939s consisting of 39 models, located around the globe in quantities ranging from one to several hundred at various locations which includes approximately 350 each M945 vehicles. All 32,000 trucks in the fleet need to be equipped with ABS. Approximately 11,700 M939 Basic trucks & 350 M945 trucks need radial tires. The program is funded starting in May of FY99, on a per year basis through FY06.

Section 2 Hardware, paragraph b Paint is NOT APPLICABLE FOR THE CURRENT YEAR PROGRAM.

Section 2 Hardware, paragraph c Quantity Estimate for PY 6 is CHANGED TO 0 QUANTITIES OF APPLICATION TO VEHICLES

Section 4 Application is NOT APPLICABLE FOR THE CURRENT YEAR PROGRAM.

Section 8 Training is NOT APPLICABLE FOR THE CURRENT YEAR PROGRAM.

ALL REFERENCES TO "APPLICATION" AND "APPLICATION SITES" IS NOT APPLICABLE FOR THE CURRENT YEAR PROGRAM.
4. As a result of this modification, the total task order amount is increased by \$7,363,533.35 FROM \$81,391,286.62 TO: \$88,754,820.37
5. All other terms and conditions remain the same.

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Name of Offeror or Contractor: PREMIER PROFESSIONAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
6001	SECURITY CLASS: Unclassified				
6001AA	<p><u>PY 6 LABOR</u></p> <p>NOUN: M939 PY6 ABS PRON: P149L215JZ PRON AMD: 01 ACRN: BE AMS CD: 51108992015</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 17-MAY-2005</p> <p>\$ 355,829.51</p>				\$ 355,829.51
6002	SECURITY CLASS: Unclassified				
6002AA	<p><u>PY 6 TRAVEL</u></p> <p>NOUN: M939 PY6 ABS PRON: P149L215JZ PRON AMD: 01 ACRN: BE AMS CD: 51108992015</p> <p>MOD 74 adds this CLIN to fund the negotiated Travel for PY6. This is a Cost type CLIN.</p> <p>The amount is a ceiling price and includes the Contractor's G&A rate.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 17-MAY-2005</p> <p>\$ 6,645.50</p>				\$ 6,645.50

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Name of Offeror or Contractor: PREMIER PROFESSIONAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6003	SECURITY CLASS: Unclassified				
6003AA	<u>PY 6 OTHER DIRECT COSTS (ODC)</u> NOUN: M939 PY6 ABS PRON: P149L215JZ PRON AMD: 01 ACRN: BE AMS CD: 51108992015 <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 17-MAY-2005 \$ 10,940.92				\$ 10,940.92
6005	SECURITY CLASS: Unclassified				
6005AA	<u>PY 6 FREIGHT</u> NOUN: M939 PY6 ABS PRON: P149L215JZ PRON AMD: 01 ACRN: BE AMS CD: 51108992015 <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 17-MAY-2005 \$ 94,920.86				\$ 94,920.86
6006	SECURITY CLASS: Unclassified				
6006AA	<u>PY6 MATERIAL</u> NOUN: M939 PY6 ABS PRON: P149L215JZ PRON AMD: 01 ACRN: BE				\$ 6,895,196.96

Name of Offeror or Contractor: PREMIER PROFESSIONAL SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>AMS CD: 51108992015</p> <p>MOD 74 incorporates Exhibit R, dated 16 January 2004, which contains the Firm Fixed Prices for Material under this CLIN as well as the contracc quantities.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 17-MAY-2005</p> <p>\$ 6,895,196.96</p>				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

M939 ABS AND RADIAL TIRE MODIFICATION
SCOPE OF WORK

1. INTRODUCTION

- a. Description: Under this Task Order (TO), the Contractor will apply approximately 50% of the M939 5 Ton truck fleet with Anti-Lock Brake Systems (ABS) Kits and radial tires unless otherwise determined by the Procuring Contracting Officer. There are approximately 32,000 M939s consisting of 39 models, located around the globe in quantities ranging from one to several hundred at various locations which includes approximately 350 each M945 vehicles. All 32,000 trucks in the fleet need to be equipped with ABS. Approximately 11,700 M939 Basic trucks & 350 M945 trucks need radial tires. The program is funded starting in May of FY99, on a per year basis through FY06.
- b. Definitions: In this scope of work, all references to the "manufacturer" refer to either the brake, tube or tire manufacturer, as appropriate. References to the "Government Reimbursable Site" refer to any Government managed sites. References to the "contractor" refer to the Focused Sustainment contractor awarded this task order.
- c. Normal Workweek and Overtime Authorization: For the purposes of this task order a normal workweek is defined as 40 hours per week for all contractor labor. Any amount of hours beyond 40 hours will be considered overtime. Overtime hours not negotiated in each Program Year shall require prior approval by the Contracting Officer in coordination with the M939 APM.
- d. Program Reviews: On an average, there will be four (4) Quarterly Management Reviews (QMRs) per each Program Year. In-Process Reviews (IPRs) will be held monthly, except in the month that a QMR is held. IPR and QMR's will be in a mutually agreed upon format.

2. HARDWARE

- a. Kits/Tires/Tubes: The contractor shall established a Firm Fixed Price type contract with the manufacturers for brakes kits, tires & tubes for each program year.
- b. Paint: Commercial Grade flat black paint is required only if the brake system is visible on the outside of the truck after installation. Visible is defined as anything that you can see from a standing position approximately 20 feet away from the vehicle.
- c. Quantity Estimate: The annual estimated quantities are as follows. For Program Years 5 and beyond a plus or minus factor will be negotiated.

PY1 2,954
PY2 5,021
PY3 5,564
PY4 5,000 (+5% and -2%)
PY5 3,600
PY6 2,450 Kits
PY7 3,600 (PY7 currently not approved or funded)
PY8 3,400 (PY8 currently not approved or funded)
- d. Material Subcontracts: It is intended that the selected manufacturers will remain the same for the entire 32,000 ABS kits and 128,700 tires to be installed. The Contracts with the brake supplier and tire manufacturer(s) shall be transferable to any other Focused Sustainment contractor.
- e. Parts Changes: It is the Government's intent that the parts remain the same for the duration of the Task Order. However, the Government may agree to changes if they are replaced with components with no change in form, fit, price, or conformance to the performance specification, have no impact on repair parts and TMDE, etc. The contractor shall request approval of any changes prior to them being incorporated into production.
- f. Brake Kit Part Numbers: The brake application kits will require two sub-kits for each vehicle as described below:

(1) KTABS -939-SS: Used for all vehicle models, it contains components common to all vehicles in the system.

(2) Model Specific Kits: The parts that are specific to each model are put in separate kits as follows:

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KTABS - 939B-SA is used on all M939 Basic Models EXCEPT the Wrecker
KTABS - 936B-SA is used on all M936 Basic (Wrecker only)
KTABS - 939A1-SA is used on all M939A1 models EXCEPT the Wrecker
KTABS - 936A1-SA is used on all M936A1 (Wrecker only)
KTABS - 939A2-SA is used on M939A2 models EXCEPT the Wrecker
KTABS - 936A2-SA is used on all M936A2 (Wrecker only)
KTABS - 945-SA is used on all M940 Series

g. Material Management: The contractor will be responsible for all management, inventory, scheduling, and shipment of the MWO kits and tires to the application sites, to include Government Reimbursable sites.

h. Safety Stock: The contractor shall provide and replenish M939 Stabilization Modification Work Order (MWO) kit safety stocks at the levels specified below to the contractor's warehouse (CONUS). The safety stock is authorized in the following quantities:

CONUS	
Basic Cargo	56
A1 Kits	50
A2 Kits	47
Basic Wrecker	5
A1	5
A2	5

i. Progress Payments: Not applicable for the current program year.

j. Full Payment: The contractor shall receive full payment for all fixed price material CLINS in accordance with the following terms:

(1) Material Delivered to Application Sites: The contractor is authorized to receive full payment for all fixed price material CLINS once these items have been received at the designated application sites.

(2) Storage Facility: With Government approval, the contractor is authorized to receive full payment for all fixed price material CLINS if the material is shipped to a storage facility.

(3) OCONUS-Invoiced/but Not Delivered: With Government approval, the contractor is authorized to receive full payment for all fixed price material CLINS if the material has been shipped to an OCONUS location and has been invoiced by the vendor.

(4) Receipt at the application site or vendor invoicing of these items will be verifiable by written documentation (invoices, packing lists, commercial bill of lading or other shipping documentation) identifying what was received and signed by a designated representative at each application site.

(5) The signed documents shall be maintained at the contractor's facility for six (6) years after the contract period ends.

(6) The contractor will submit a certification letter along with the invoice for payment. This letter, signed by a corporate official, will certify that the contractor is presenting an invoice for kits, tires, or tubes that have been officially received at the application site (or storage facility, or invoiced for OCONUS shipments) and that signed back up shipper documentation is available for government review at any time. The invoice and certification letter will be required in order for the government to authorize payment for these items.

(7) Acceptance of the tires, tubes, and kits by the application contractor is not conclusive evidence that the items conform to contract requirements. In addition to other rights and remedies provided by law, or under other provisions of the basic contract, the U.S. Government reserves the right to revoke the acceptance at any time, if it determines that the items do not conform to the contract requirements.

(8) The U.S. Government has the right to reject defective materials within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected materials at the Contractor's expense.

(9) The certificate shall read as follows:

I certify that on (insert date), Premier furnished the materials called for by Contract No. DAAE07-98-D-T064,

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Task Order 0004, via (Carrier) on (identify the bill of lading or shipping document) in accordance with all applicable requirements. I further certify that the materials are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packing marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached documentation.

Date of Execution: _____

Signature: _____

Title: _____

- k. Kits to the required MWO site (CONUS or OCONUS) for this Task Order and Government reimbursable sites. The application hardware may be stored in a central warehouse and shipping locations until they are needed. The contractor shall receive and arrange for delivery of brake kits to the application site.
- l. OCONUS Hardware Accountability: Premier Professional Systems, Inc. is responsible for shipping the ABS kits, tires, flaps & tubes to Germany to support the Government Reimbursable site application schedule.
- m. Material Consumption: The Government is responsible for notifying the Contractor in a timely manner when the consumption of kits and tires exceeds the projected application schedule.
- n. Government Bill of Lading (GBL): GBL procedures can only be used if the Government does not take title to any of the material. If that is not possible, the contractor must ship by commercial means.

3. MANAGEMENT

- a. Local Office: The contractor shall establish a base office in the Metro Detroit Area with sufficient space to conduct coordination meetings with TACOM and user unit personnel.
- b. Application Schedule: The contractor, in conjunction with the Government, shall coordinate an application schedule with all elements of the Army from the CINC level, their Major Subordinate Commands and below to include the National Guard Bureau, Office of the Chief of Army Reserves and other associated activities, (i.e. management office for Army Reserve Preposition assets).
- c. Briefings & Memorandum of Agreements (MOA's): The contractor shall conduct briefings (excluding Government Reimbursable sites) and develop MOA's for each application site, for all the hardware applicator(s), including the Government Reimbursable Sites. that will provide the basis of understanding between both of the applicators, the units and host installation.
- d. MOA Minimum Information: The MOA shall as a minimum, set forth the arrangements for providing the assets (trucks), equipment, facilities and materials necessary to support each site. They will identify the ship to/mark for address for the application kits to be shipped in advance and held for the application team arrival. The MOA shall confirm, to the maximum extent possible, the number of trucks and their configuration to ensure the proper quantity of each type of kit necessary.
- e. Locating the Vehicles: The contractor shall utilize previous research materials (Government Furnished Information) to initiate and identify the locations of all M939 Series trucks. Upon initial task order award the Government conducted a Material Work Order Fielding Plan (MWOFPP) to determine the location, specific vehicles, serial numbers, quantity, preferred time for application and points of contact The Government allowed the awardee access to the Total Asset Visibility files and historical data on the last two MWOs conducted on this vehicle system. Additionally, the contractor shall extend this search to the practical extent necessary to identify all assets. The contractor shall continue this effort throughout the life of the task order.
- f. Data: The contractor is required to provide the following data:
 - (1) Applicable shipping status through the designated points of contact. Changes to the shipping schedule or changes in quantities of kits or tires to be shipped will be provided to the Government Reimbursable Sites within two working days of notification by the shipper to the Contractor.
 - (2) Data from the Government Reimbursable Sites: The Government Reimbursable sites shall provide current, accurate and complete information to the Contractor to include:
 - (a) ABS Kits and Tire Production Schedules

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- (b) Monthly Production Reports
- (c) Monthly Kit & Tire Status Reports
- (d) Input for CDRL A002 (Multifunctional Database)
- (e) Appropriate (reference paragraph 2.j.4) signed receiving documents within 5 working days of receipt of a shipment.

(3) The contractor is responsible for entering all data from all sites into the RAILS database. If data from the Government Reimbursable Site is not received within 5 working days of the due date negotiated in the MOA, the Contractor shall notify the APM.

g. Bi-Party Memorandum of Agreement: Not Applicable

h. Partnering: The Contractor and the Government have participated in the partnering process and agree to use the results and outcomes identified in the partnering sessions (to include alternate disputes resolution/conflict resolution).

4. APPLICATION

a. Training for Application Teams: The contractor has obtained training for key personnel from the brake manufacturer in the installation, inspection, and troubleshooting of the manufacturer's product. The brake manufacturer has agreed to provide this training at no cost. Provisions should be made to ensure that new employees are trained by contractor qualified and certified instructors. Team training will be conducted for key personnel (not to exceed 3 people per team) on an as needed basis, but no more than once per program year.

b. Application Team and Locations:

(1) Local Hires vs Traveling Team Members: The contractor shall use local hires to the greatest extent practical. Based on the program parameters including schedule, length of stay at a site, and attrition, the core negotiated traveling team can increase by up to 2 people with approval of the Assistant Program Manager. For short duration sites the entire team may travel to meet schedule requirements. If the contractor is to be at a site for six months or more, all team members other than the core negotiated group shall be local hires. If local hire labor is not available, the contractor shall provide written documentation that local labor is not available.

(2) Team Size & Locations: Application Team shall not increase from the negotiated team size and locations shall not change from the negotiated locations without prior approval by the Government. The contractor shall submit an Unscheduled Site Change Request Form to the M939 APM, Procuring Contracting Officer, and M939 ABS Contract Specialists to obtain approval for team size or location changes.

(3) The Contracting Officer in coordination with the M939 APM shall respond electronically to the Point of Contract with an approval or disapproval of the proposed course of action within two working days of the request for concurrence or approval.

(4) If necessary, an adjustment will be made to the task order once the price of the change is negotiated.

(5) The notification shall also apply to any decreases in team size.

c. Facilities: Prior to and during New Material Introductory Briefings the contractor & Government will negotiate for adequate facilities. The negotiated facilities shall be incorporated into the Memorandum of Agreement with each site. The MOA will be signed by all parties NLT 30 days prior to the scheduled start of applications at the site. The contractor will notify the M939 APM if the MOA is not signed by the required date.

d. Tools/Supplies/Shipping: The Contractor will be responsible for the purchase, shipping, and replenishment of all tools and any other supplies required to install the MWO kits including any incidentals required to perform their scheduled applications.

e. Installation Instructions: Not applicable.

f. Sites & POC's: The Government has performed the initial coordination and has supplied the contractor a list of sites and POCs at start of the program. The contractor will be responsible for coordination of support from the unit(s).

g. Vehicles: All vehicles will be subjected to a joint contractor/unit inspection upon arrival at the MWO application site. The units are responsible for providing the contractor with scheduled vehicles that are fully mission capable and meet 10/20 standards in accordance with the TM's. If vehicles are delivered in less than 10/20 standards, the ABS will still be applied. If a vehicle has been physically damaged (i.e., involved in an accident) the Site Chief and or

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Application Manager will determine if the MWO can be safely applied to the vehicle. If the determination is made that the vehicle can not be safely modified with the ABS, the unit will be provided a copy of the QA Checklist (QF 7.001 and the form "Notification of Pre Existing Condition(s), QF 7.001A (see CDRL A007) and the vehicle returned for repair. However, if the determination is made that the vehicle can be safely modified with the ABS, the contractor's Quality Inspector will annotate on the QA Checklist, form QF 7.001 (see CDRL A007 and the form "Notification of Pre-existing Condition(s), QF 7.001A (See CDRL A007) that the contractor was unable to complete the testing or validation of the ABS MWO due to pre-existing conditions. If, during installation of an MWO kit, the mechanic notes faults, such as unserviceable brake shoes or any safety issue, the Quality Inspector will also note this on the QA Checklist and the form QF 7.001A if applicable. The Quality Inspector will then provide a hard copy of these forms (QF 7.001 and QF7.001A) for all vehicles to the owning unit. The contractor is not to make any repairs to the vehicle outside the scope of this Task Order. A joint contractor/unit inspection will be conducted at the conclusion of the MWO or at the time of vehicle pick-up.

- h. Clean Up: The contractor shall be responsible for clean up in accordance with the units' local procedures. These should be identified during the joint preoccupation site survey conducted prior to occupying the MWO Application site. The contractor is also responsible for compliance with local or installation safety and fire requirements identified during the joint preoccupation site survey. Should any of the local requirements change it is incumbent upon the Government representatives to notify the contractor and provide a reasonable amount of reaction time to meet the changed requirements. The contractor is responsible for all disposals of toxic chemicals in accordance with clause H-8 "Prohibition on Storage and Disposal of Toxic and Hazardous Materials"...DFARS 252.223-7006.
- i. Notification of MOA Change: If the MOA requirements are not met, then the Contractor is required to notify the Government immediately (no more than two working days). The notification should be electronic and shall include recommended solutions to the problem. The point of contact is TACOM-Warren MWO Coordinator. If additional funds are necessary, the proposed amount and supporting documentation shall also be forwarded to the Contracting Officer with the Contract Specialists copy Furnished.
- j. Operator Instruction Placard: After the ABS MWO is installed, the Contractor shall hang in a conspicuous spot in the vehicle a Government provided operator instruction card.

5. REPORTING/DATA REQUIREMENTS

The contractor shall submit the following items:

- a. Information Pamphlet (CDRL A001): The contractor shall establish an information pamphlet to fully explain to the field what is going to be done and points of contact regarding this MWO. The pamphlet will support a wide variety of questions and contain points of contact to include a 1-800 phone number for field support and other relevant information. The Information Pamphlet shall be updated as changes occur in the program. The Government will provide recommendations for distribution requirements, reproduce the Pamphlet, and furnish the required quantity to the contractor.
- b. Multi-functional Database (CDRL A002): The contractor shall establish a multi-functional database for program management. The database shall allow the contractor/government to make informed program decisions. The database shall, at a minimum, be comprised of the following modules:
 - (1) Government Quality Assurance Certification Module
 - (a) Quality Assurance Checklist (CDRL A007) information to be used during the Government Certification process.
 - (b) The seven data elements from the Vehicle Data Elements Report (CDRL A003)
 - (2) Warranty Screen Module
 - (3) Program Management Planning Documentation Module
 - (4) Administrative Module
 - (5) Project Management Module
- c. Vehicle Data Elements Report (CDRL A003): The contractor shall deliver the following seven data elements for each vehicle that the MWO is applied to. N/A will be entered for information not available; N/R for no record found.
 - (1) Unit Identification Code
 - (2) National Stock Number of vehicle
 - (3) Serial Number of Vehicle
 - (4) Registration Number
 - (5) MWO number being applied
 - (6) Date of Application
 - (7) Time required to apply the MWO

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- d. Earned Value Management Report (CDRL A004): The contractor shall submit the Earned Value Management (EVM) Report each month to the Performance Certifier. The contractor shall provide the EVM information in a Standard Cost Performance Report - no criteria (CPR-NC) in contractor format that shall include the following data elements as Task/CLIN level:

- (1) Current and Cumulative Budgeted Cost of Work Scheduled (BCWS)
- (2) Current and Cumulative Budgeted Cost of Work Performed (BCWP)
- (3) Current and Cumulative Actual Cost of Work Performed (ACWP)
- (4) Schedule Variance (SV) or Schedule Performance Index (SPI)
- (5) Cost Variance (CV) or Cost Performance Index (CPI)
- (6) Latest Revised Estimate at Completion (LRE) or Estimate at Completion (EAC)
- (7) Variance at Completion (VAC) or % complete, % spent, Cost Variance, and Schedule Variance
- (8) Budget at Completion (BAC)

The CPR-NC shall be submitted electronically. CPR-NC requirements shall be tailored to the maximum extent possible to accommodate the contractor's EVM system, and to reflect the minimum essential data needed by the Government to manage the program. The Government and Contractor shall agree on the extent of tailoring of the CPR-NC.

- e. Invoicing: The contractor shall invoice not less than once per month. All billings shall include CLIN and ACRN information
- f. Logistics Data (CDRL A005): The contractor shall deliver Logistics data requirements defined in section 5 of the attached performance specification.
- g. Training Certification (CDRL A006): The contractor shall deliver a statement from the manufacturer certifying that they have trained the contractor on the proper application techniques 90 DAC for initial application team members. This requirement will be submitted, "as required" when it is necessary to send a new employee to the manufacturer for training. The statement will include the name, title, and employer of the personnel being trained.
- h. Quality Assurance Checklist (CDRL A007): The contractor shall maintain a hard copy of the Quality Assurance Checklist and the form, Notification of Pre-existing Condition(s) (QF 7.001 and QF 7.001A) for the life of the contract. The contractor shall input the data from these records into the Multi-functional Database for use by Government Performance Certifier.
- i. After Action Report (CDRL A008): The contractor shall provide an After Action Report (AAR) with the results of any investigations performed under the warranty in accordance with paragraph 6.c using the After Action Report Form, QF 7.005.1.
- j. Weekly Performance Wrap-Up Report (A009): The contractor shall provide a Weekly Performance Wrap-Up Report based upon the current agreed upon format for Contractor applications. At a minimum the reports shall include team composition; start date; end date; estimate of vehicles scheduled; weekly production; yearly cumulative; and status/issues.

6. WARRANTY

- a. Warranty Period: The warranty period is for one (1) year and begins on the date of MWO application. The contractor will provide the government with the standard commercial warranty for the individual ABS kit components and tires. A flow through warranty from the brake and tire manufacturer will be acceptable. If a vehicle cannot be validated due to a pre-existing condition(s), the warranty will still begin on the date of the MWO application.
- b. Hardware: For systemic hardware problems determined to be a manufacturing defect, the contractor will provide replacement parts for those failed items for Government application.
- c. Application: The contractor will be responsible for correcting any application errors and damage, to include all ABS or tires, or at their discretion, reimburse the Government for performing the correction. The contractor shall initiate corrective action either by completing the investigation or at a minimum by contacting the warranty claim submitter/Point of Contact (POC) within two (2) working days of notification of failure. For those warranty claims submitted from OCONUS, the contractor shall initiate contact with the warranty claim submitter/Point of Contact (POC) within seventy-two (72) hours of being notified by TACOM. Latitude on contact time because of time zone changes and soldier duty hours will be made on a case-by-case basis. The Warranty Coordinator shall use the Warranty Claim Action (WCA) Form QF 7.005 as the official notification document. The After Action Report (AAR) must be submitted no later than 14 days from date of notification. If the severity of the claim necessitates a quicker response time, the Warranty Coordinator may request a quicker response time.
- d. Damage not covered by Warranty: If the contractor is called to a site to investigate a "warranty" claim and finds that the problem is not warranty related, the labor & travel for the investigation will be paid by the Government. However,

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no non-ABS repairs to the vehicles are authorized under this task order. In troubleshooting claims, the contractor shall make every effort to determine that the claim is valid before going to a site. Test equipment & procedures at the units shall be employed and phone contact shall be used to determine that the claim is valid prior to dispatching personnel.

7. PROGRAM SCHEDULE

- a. General: The detailed application and master schedules shall be updated as changes occur and provided at the IPR/QMR's or at the request of the APM.
- b. Changes: Schedule changes that occur after the schedule is approved by the Government for any Program Year will be subject to a review by the Contractor, and the Government. The Government is the final arbiter in any disputes regarding the schedule. This includes the addition of sites, significant change of vehicles at any given site or deletion of any sites.
- c. Priority: The CONUS Pre-position ships are to be considered top priority.

8. TRAINING

- a. General: The Contractor shall make training available at each application site once a month for the duration of the program with the exception of PREPO, Government Reimbursable Sites, and vehicle storage sites (unless directed by the APM for special circumstances).
- b. Description: Training will cover operator, maintenance, familiarization and Application classes. The contractor shall use his current program of instruction.
 - (1) Operator Training: classes for individual and key personnel will be 4 hours long with up to 20 students per class. Two Operator Training classes are to be held per month for up to 20 students when requested by the units. Units shall be informed that this training is available. The class shall be designed to "train the trainer" so that personnel who have taken this class can return to their units to provide training to those who were not able to participate in the site class.
 - (2) Maintenance Training: classes for individual and key personnel will be 8 hours long with a maximum of ten personnel per class. One Maintenance Training class will be held per month when requested by the units. Units shall be informed that this training is available. The class shall be designed to "train the trainer" so that personnel who have taken this class can return to their units to provide training to those who were not able to participate in the site class.
 - (3) Familiarization Training: Instruction shall be provided to new drivers picking up vehicles for the first time. This training is an overview of how the vehicle handles differently and is a compliment to the operating instructions card hung in the cab.
 - (4) MWO Application Training: At the request of the APM, the contractor shall develop and provide individual and key personnel ABS MWO application training classes to personnel at Government Reimbursable Sites. The class shall be designed to "train the trainer" so that application students can return to their organizations and train those application personnel that did not participate in the class. This application training shall be no more than 4 days, unless class size dictates that additional time is needed.
- c. Schedule:
 - (1) Operator and Maintenance Training: Contractors will negotiate class schedule dates with the units during the site survey meetings. Specific dates may be outlined in the Memorandum of Agreement for each site. However, the unit may request training courses to be rescheduled to meet their training schedules. There may be occasions when the contractor will be required to conduct these classes during non-duty hours to meet the units training schedule.
 - (2) Familiarization Training: Training shall be provided during normal site operation hours unless special circumstances require this training to be given during off duty hours. Prior approval from the APM shall be received prior to proceeding with off duty hours training.
 - (3) MWO Application Training: Application training will be scheduled at the request of the APM or MWO coordinator (Mr. Terry Nelson; nelsont@taacom.army.mil; 586-574-7359).
- d. Changes: The contractor is responsible for updating the training package for changes in procedures, parts etc. Before beginning work on any changes to the package, the PM, LTV Logistic Manager shall be contacted to determine whether or not

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they are needed. The Logistic Manager will respond by E-Mail to the Contractor's point of contact with an approval for the contractor to begin work on the changes. Any changes shall be incorporated into the training by the Contractor. All updates shall be provided to the Government ABS Logistics Manager (Mr. Winfred Hawkins; hawkinsw@tacom.army.mil; (586-574-5937)).

- e. Material Format: The Contractor is required to provide one copy of the complete training package and all subsequent changes, in .PDF format to the Government ABS Logistics Manager for distribution.

9. DISPOSITION OF PROPERTY

Upon termination or completion of this Task Order, all material, tools and equipment purchased by the contractor for performance of this Task Order shall become the property of the Government. A final inventory of property acquired by the contractor to accomplish tasks under this task order will be provided to the Government upon termination or completion. After review of the inventory, the Government will provide disposition instructions.

10. NATO STATUS OF FORCES AGREEMENT LOGISTICS SUPPORT FOR CONTRACTOR EMPLOYEES SUPPORTING TASK ORDER:

A portion of the work covered under this Task Order is in technical support of the U.S. Army in various OCONUS locations. Specific logistics support granted for purposes of this contract is access to U.S. Military facilities within the country where work is being performed. Logistics support to include access to Military PX, Commissary, recreation facilities, temporary lodging facilities, purchase of fuel coupons, and other facilities normally allowed for use by U.S. Army civilian employees. Any U.S. Army identification cards issued to the contractor personnel are limited for use in locations other than the U.S.

11. LIMITATION OF COST

The Limitation of Cost Clause (52.232-20) that is in the Basic Focused Sustainment Contract is hereby modified to state that the notification requirements in Paragraphs (b)(1) & (b)(2) of that clause refer to individual CLINS.

*** END OF NARRATIVE C 010 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
6001AA	P149L215JZ 51108992015 A14P50151CAB	BE 1 4ZLT17	\$ 0.00	\$ 355,829.51	\$ 355,829.51
6002AA	P149L215JZ 51108992015 A14P50151CAB	BE 1 4ZLT17	\$ 0.00	\$ 6,645.50	\$ 6,645.50
6003AA	P149L215JZ 51108992015 A14P50151CAB	BE 1 4ZLT17	\$ 0.00	\$ 10,940.92	\$ 10,940.92
6005AA	P149L215JZ 51108992015 A14P50151CAB	BE 1 4ZLT17	\$ 0.00	\$ 94,920.86	\$ 94,920.86
6006AA	P149L215JZ 51108992015 A14P50151CAB	BE 1 4ZLT17	\$ 0.00	\$ 6,895,196.96	\$ 6,895,196.96
			NET CHANGE	\$ 7,363,533.75	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	BE	21 42035000041C1C01P51108931E1 S2011349L215	W56HZV	\$ 7,363,533.75
NET CHANGE				\$ 7,363,533.75

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 81,391,286.62	\$ 7,363,533.75	\$ 88,754,820.37

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit R	PY 6 PRICING MATERIAL MATRIX	16-JAN-2004	001	EMAIL